

**NORTHGLENN POLICE DEPARTMENT**  
**#16-2018**

**DATE:** February 24, 2020  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *hmg*  
**FROM:** James S. May, Jr., Chief of Police *JSM/2/20*  
**SUBJECT:** CR-52 – 2020 Adams County Sheriff's Office Terminal Guard IGA

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**PURPOSE**

City Council is considering a renewal of the Intergovernmental Agreement (IGA) between the City of Northglenn and the Adams County Sheriff's Office to provide administrative services to Police Records on a continuous basis between the hours of 10 p.m. and 6 a.m., 365 days per year.

**BACKGROUND**

The 2020 IGA with the Adams County Sheriff's Office continues the administrative records services during the hours of 10 p.m. and 6 a.m. The Colorado Crime Information Center (CCIC) is a computerized information system established as a service to all Colorado criminal justice agencies. The mission is to provide and maintain accurate and timely documented criminal justice information in an effort to prevent crime and protect life and property by enabling the rapid exchange of valid, complete information among criminal justice agencies. The National Crime Information Center (NCIC) is an electronic clearinghouse of crime data that can be tapped into by virtually every criminal justice agency nationwide.

The Northglenn Police Department is required to cover the CCIC/NCIC terminal and respond to a 'request of a wanted article or person' within 10 minutes for officer safety purposes; failure to do so can result in non-compliance of our terminal with the Colorado Bureau of Investigation. The IGA with the Adams County Sheriff's Office fulfills the requirement to monitor our records terminal. The Sheriff's Office performed 3,850 activities for Northglenn, which represented 38% of all activities the Adams County Sheriff's Office performed for other agencies from April 2018 to March 2019. Northglenn staff is still required to perform the tasks required outside the specified coverage times listed above.

**STAFF RECOMMENDATION**

Staff recommends approval of CR-52.

**BUDGET/TIME IMPLICATIONS**

The cost for the Adams County Sheriff's Office terminal guard services increased \$8,625 for 2020. The total cost for Adams County to provide records terminal guard services in 2020 will be \$58,137. Funds to cover the increase have been included in the 2020 Police Department budget.

**STAFF REFERENCE**

If Council members have comments or questions, they may contact Chief James S. May, Jr., at 303.450.8967 or [jmay@northglenn.org](mailto:jmay@northglenn.org).

**ATTACHMENTS**

1. Records Terminal Usage Estimate Letter

CR-52 – 2020 Adams County Sheriff's Office Terminal Guard IGA

Below is the estimate for 2020 based on the current usage and projected costs for the Records Terminal Coverage IGA:

April 2018 - March 2019	Brighton PD	Northglenn PD	Commerce City PD
Impounded Entries	32	84	537
Private Tow/Repo Entries	312	1,129	430
Recovered Steals	71	153	217
Stolen Entries	60	50	106
Warrant Activities	237	604	608
Missing Persons/Runaway Entries	44	86	119
Misc. CBI Activities	434	197	584
Officer Assist (brief note below)	15	129	41
ATL/BOLO/Crime & Misc. CBI Msgs	1,032	1,418	1,417
<b>Total</b>	<b>2237</b>	<b>3850</b>	<b>4059</b>
<b>Percent of Total</b>	<b>22%</b>	<b>38%</b>	<b>40%</b>

## FY2020 Cost/Agency

Northglenn (38%)	\$ 58,137.00
<b>Commerce City (40%)</b>	<b>\$ 61,197.00</b>
Brighton (22%)	\$ 33,658.00
	<b>\$ 152,992.00</b>

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-52  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ADAMS COUNTY SHERIFF'S OFFICE AND THE CITY OF NORTHGLENN FOR THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

WHEREAS, the Northglenn Police Department has requested administrative services be provided by the Adams County Sheriff's Office; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist the City of Northglenn with the performance of administrative services; and

WHEREAS, the Parties wish to enter into an agreement for law enforcement related administrative records support.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the Adams County Sheriff's Office and the City of Northglenn, attached hereto, for the provision of law enforcement and administrative personnel is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTHGLENN  
AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW  
ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the effective date, by and between the City of Northglenn, hereinafter referred to as "Northglenn," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Northglenn and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, Northglenn has requested administrative services be provided by Adams County on a continuous basis between the hours of 2200hrs and 0600hrs only, every day of the year; and

WHEREAS, Adams County employs a number of personnel who are qualified and able to assist Northglenn with the performance of said administrative services; and

WHEREAS, the Parties wish to enter into this IGA so that Northglenn may use the services of Adams County employees (herein referred to as "Assigned Employees") to render, as applicable, administrative services during the hours of 2200hrs and 0600hrs only, as specifically designated by Adams County throughout the term of this IGA; and

WHEREAS, the Parties are willing to enter into this IGA to provide law enforcement related administrative records support upon the terms and conditions contained in this IGA.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Designated Coordinator. Each Party will designate a representative to act as the point of contact for the administration of this IGA.

B. Allocation of Staff. Adams County shall provide law enforcement administrative records services during the hours of 2200hrs and 0600hrs only, every day of the year, whether it is via telephone, police radios, facsimile or email. Adams County shall not be obligated to furnish law enforcement administrative tasks outside of the times listed herein.

C. Assigned Employee Responsibilities. Assigned Employees who are titled Records Specialists shall be responsible for handling administrative support for and on behalf of Northglenn during the times listed herein. The administrative support responsibilities shall include, but are not limited to the following:

- NCIC and CCIC terminal monitoring
- Hit confirmations
- Warrant, Person(s), Vehicle(s), Property and other entries & clearances as needed
- Impounds and Private Tows
- Notifications

D. Employment Status of Assigned Employees. The Parties agree that the Assigned Employees shall remain employees of the Adams County Sheriff's Office and nothing herein shall be deemed to make an Assigned Employee an employee of Northglenn for any purpose. While performing within the course and scope of this IGA, an Assigned Employee shall be and remain an employee of the Adams County Sheriff's Office.

E. Rules of Conduct. The Parties agree that Assigned Employees shall be bound by rules, regulations and policies of Adams County. Any inconsistency or conflicts between the Parties regarding rules, regulations, policies and all operational disputes will immediately be brought to the attention of the other party and will be fully and finally addressed and resolved by the Sheriff and/or Chief of Police, the senior executive, or his or her designee in accordance with his or her determination of the best practices under the circumstances. The Parties may delegate this responsibility to a specific command officer or manager.

F. Fees. Assigned Employees. Northglenn shall pay Adams County for administrative services at the rate of \$58,137.00/year. Adams County may adjust said fee annually as necessary to reflect increased costs for providing administrative services to Northglenn. Adams County is entering into several similar intergovernmental agreements with other municipalities. No later than May 1<sup>st</sup> of each calendar year Adams County will provide an annual usage analysis of each of the municipalities with whom it has a similar intergovernmental agreement, along with the recommended associated fees for each jurisdiction for the following year. The recommended fees for service will be divided proportionally, based on the usage analysis, between all parties receiving said administrative law enforcement services. The Adams County Administrative Services staff will be required to track each supported agency's request for assistance using the following categories:

- Phone/Email (including nature of request)
- Locates/Cancel/Confirmations
- Impounds/Repo/Private Tows
- NCIC/CCIC Entries/Clearances

G. Term. The term of this agreement shall be from January 1, 2020 to December 31, 2020.

H. Payment. By the 15<sup>th</sup> of each month, Adams County shall submit an invoice to Northglenn for 1/12 of the amount stated in Paragraph F for services provided the previous month. Northglenn shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve Northglenn of its obligation to pay Adams County for costs of previously Assigned Employees under this agreement.

I. Indemnification. To the extent permitted by law, Northglenn shall indemnify, defend, save and hold harmless Adams County, its departments, agencies, boards, commissions, officers, officials, agents, and employees ("Indemnitee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts of the Assigned Employees. Nothing in this IGA is meant to waive the parties' protections pursuant to the Colorado Governmental Immunity Act.

J. Entire Agreement. This IGA embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this IGA. No other oral or written representations made prior to the execution of this agreement shall constitute a part of the agreement. All amendments to this agreement shall be in writing and executed by both parties, and no amendment shall be binding or effective unless a written amendment is so executed.

K. Severability. The provisions of this IGA are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the IGA which may remain in effect without the invalid provision or application.

L. Governing Law. This IGA shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute shall be in Adams County, Colorado.

M. Termination. Either Party may, at any time, terminate this IGA by giving the other Party not less than sixty (60) days prior written notice.

N. Headings. Headings of this IGA are for convenience only and shall not affect the interpretation of this IGA.

O. Notices. Other than requests for staffing, written notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Northglenn

Name:  
Title:  
Address:

Adams County

Name: Stephanie Brandt  
Title: Operations Supervisor  
Address: 332 N 19<sup>th</sup> Ave, Brighton, CO 80601

IN WITNESS WHEREOF the Parties have executed this IGA on the date first written above.

**CITY OF NORTHGLENN**

\_\_\_\_\_  
Mayor Meredith Leighty

ATTEST:

\_\_\_\_\_  
Johanna Small, City Clerk

Approved as to form:

\_\_\_\_\_  
Corey Hoffmann, City Attorney

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Printed Name

**ADAMS COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

\_\_\_\_\_  
Adams County Attorney's Office